

UNITED STATES DISTRICT COURT
IN THE WESTERN DISTRICT COURT OF NORTH CAROLINA

JEROME JOLLY,

PLAINTIFF,

Case No. 3:13 cv 104

-v-

ENHANCED RECOVERY COMPANY, LLC,

FILED
CHARLOTTE, NC

FEB 19 2013

DEFENDANT.

US District Court
Western District of NC**COMPLAINT**

JEROME JOLLY hereby sues Defendant, ENHANCED RECOVERY COMPANY, LLC, hereinafter ("ENHANCED").

PRELIMINARY STATEMENT

This is an action for damages brought for damages for violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*

JURISDICTION AND VENUE

1. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p.
2. Venue is proper in this District Court pursuant to 28 U.S.C. §1331b.
3. Plaintiff, JEROME JOLLY is a natural person and is a resident of the State of North Carolina.
4. Defendant, ENHANCED is a Florida Corporation, and is authorized to do business in North Carolina as a collection agency under the authority of the North Carolina Department of Insurance.
5. All conditions precedent to the bringing of this action have been performed, waived or excused.

FACTUAL ALLEGATIONS

6. Plaintiff saw, after looking over his Experian credit report that Defendant, ENHANCED, obtained or inquired into his Experian consumer credit report on February 21, 2013.
7. Discovery of violation brought forth herein occurred in January of 2013 and is within the statute of limitations as defined in the FCRA, 15 U.S.C. § 1681p.
8. Plaintiff then sent to Defendant a fax asking them to remove the item from his Experian credit report.

COUNT I

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §1681, WILLFUL NON-COMPLIANCE BY DEFENDANT ENHANCED RECOVERY COMPANY, LLC.

9. Paragraphs 1 through 9 are re-alleged as though fully set forth herein.
10. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
11. Experian is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
12. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).
13. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
14. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
15. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant or any entity that Defendant worked for or may have been obtained or retained by.

16. As listed on Plaintiff's Experian credit report, on **February 21, 2013**, Defendant obtained or inquired into Plaintiff's Experian consumer credit report.
17. Defendant's inquiry into Plaintiff's credit report was without permissible purpose because Plaintiff owed no debt to Defendant or any other entity associated with the Defendant, whereby which Defendant could have sought to collect upon, in violation of the FCRA, 15 U.S.C. § 1681b.
18. Defendant's actions thereby damaged Plaintiff by causing his credit score to be lowered resulting in Plaintiff having to pay higher auto insurance premiums.
19. Defendant's actions were not permissible because Plaintiff did not knowingly or intentionally enter into any credit transaction, agreement or arrangement with Defendant.
20. Plaintiff did not apply for any credit or accounts with any creditor or other entity connected to the Defendant where Defendant can claim they were collecting upon any debt or account with Plaintiff's name on it.
21. Plaintiff sent notices to ENHANCED of their violation of the FCRA on February 5, 2013.
22. Plaintiff was not able to settle this matter with defendant prior to litigation because he received no reply from the Defendant.
23. At no time did Plaintiff give his consent for ENHANCED to acquire or inquire into his consumer credit report, from any credit reporting agency.
24. At no time has ENHANCED ever provided any valid justification they may have had for obtaining Plaintiff's credit report. The Defendant manifested its breach of duty because it did not properly ascertain if there was a **legitimate** permissible purpose before obtaining Plaintiff's credit report. There was no debt that the Defendant had any right to collect upon or even attempt to upon that gave or would have given it a permissible purpose to obtain Plaintiff's credit report.

25. Therefore, under FCRA 15 U.S.C. 1681n, Plaintiff is entitled to damages for Defendant's breach of said duty.

PRAYER FOR RELIEF

WHEREFORE, should the Court find that Plaintiff have failed to state a claim, Plaintiff requests that he be given leave to amend his Complaint to correct any deficiencies therein.

1. Plaintiff demands judgment for damages against Defendant ENHANCED for statutory damages of \$1,000.00, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n;
2. Plaintiff demands Defendant to have the item deleted from his Experian credit report.
3. Plaintiff hereby demands a trial by jury of all triable issues as a matter of law.

Dated: February 18, 2013

Respectfully submitted,



JEROME JOLLY
7345 Milan Drive
Huntersville, NC 28078

EXHIBIT A


X Close window

Online Personal Credit Report from Experian for

Experian credit report prepared for

JEROME JOLLY

Your report number is

0058-2901-71

Report date:

06/19/2012

Index:

- [Contact us](#)
- [Potentially negative items](#)
- [Accounts in good standing](#)
- [Requests for your credit history](#)
- [Personal information](#)
- [Important message from Experian](#)
- [Know your rights](#)

Print report

Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as "Medical Information Provider." Consumer statements included on your report at your request that contain medical information are disclosed to others.

To return to your report in the near future, log on to www.experian.com/consumer and select "View your report again" or "Dispute" and then enter your report number.

If you disagree with information in this report, return to the Report Summary page and follow the instructions for disputing.

Contact us

[back to top](#)

Need to view your report again or dispute information? Access your report online at www.experian.com/viewreport. You may also contact us by mail at:

NCAC
P.O. Box 9701
Allen, TX 75013

Or, by phone at:
1 800 493 1058
Monday through Friday, 9 am to 5 pm in your time zone.

Potentially Negative Items or items for further review

[back to top](#)

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Payment history legend

OK	Current/Terms of agreement met	VS	Voluntarily surrendered
30	Account 30 days past due	R	Repossession
60	Account 60 days past due	PBC	Paid by creditor

ENHANCED RECOVERY CO LLC

Address:
8014 BAYBERRY RD
JACKSONVILLE FL 32256
No phone number available

Date of Request:
05/14/2012